

State of New Jersey

OFFICE OF THE ATTORNEY GENERAL DEPARTMENT OF LAW AND PUBLIC SAFETY

DIVISION OF CRIMINAL JUSTICE FIVE EXECUTIVE CAMPUS - SUITE 205 CHERRY HILL, NJ 08002 TELEPHONE: (856) 486-3900 PETER C. HARVEY
Attorney General

VAUGHN L. McKoy Director

December 5, 2003

Stephen G. Raymond, Esq. Raymond & Coleman, LLP 325 New Albany Road Moorestown, New Jersey 08057

Re: Ronald Corn

Plea Agreement CJ03-06327-IC

Dear Mr. Raymond:

This letter sets forth the full and complete agreement between RONALD CORN and the State of New Jersey.

Charge

JAMES E McGreevey

Governor

Conditioned on the understandings specified below, the State of New Jersey will accept a guilty plea from RONALD CORN to a one count accusation which charges official misconduct in that RONALD CORN while a public official for the Township of Hainesport, i.e., Mayor and Director of Public Works, diverting Township of Hainesport funds to his own personal use and the use of others, in violation of N.J.S.A. 2C:30-2. If RONALD CORN enters a guilty plea and is sentenced on this charge, and otherwise fully complies with the terms of this agreement, then this Office will not bring any further charges against RONALD CORN relating to the diverting of Township of Hainesport funds for the personal use of RONALD CORN.

Sentencing Exposure

The of violation of N.J.S.A. 2C:30-2, charged in the accusation carries a statutory range of 5-10 years imprisonment and a \$150,000 fine, restitution or both. If RONALD CORN pleads guilty to a crime enumerated in N.J.S.A. 2C:43-3.1, then RONALD CORN shall be required to pay an additional assessment of not less than \$100 and not more than \$10,000 for each





conviction resulting in the injury of death of another. In addition, pursuant to <u>N.J.S.A.</u> 2C:43-3.2, upon conviction RONALD CORN shall pay the State of New Jersey an assessment of \$75 per count.

Agreement

The State of New Jersey and RONALD CORN agree to the following terms and conditions of sentencing, subject to the approval of the Court:

- 1. The State of New Jersey shall recommend that the maximum sentence that can be imposed by the Court will be no more than 7 years' imprisonment.
- 2. The State of New Jersey shall recommend that the fine to be imposed is within the discretion of the Court.
- 3. RONALD CORN shall agree to pay restitution to the Township of Hainesport in the amount to be determined by the Court, and knowingly, voluntarily and intelligently waives his right to a hearing to determine restitution.
- 4. RONALD CORN shall agree to forfeit his position as Director of Public Works effective 8/31/03, and agrees that he shall forever be disqualified from holding any office or position of honor, trust, or profit under this State or any of its administrative or political subdivision.
- 5. The State of New Jersey reserves its right to take whatever position it deems appropriate with respect to any application RONALD CORN may submit for entry into the Intensive Supervision Program.
- 6. RONALD CORN agrees to provide the State of New Jersey access to all of his financial records, and to provide a complete and accurate disclosure of RONALD CORN'S financial condition prior to sentencing.
- 7. The State of New Jersey agrees not to oppose RONALD CORN'S motion to remain on bail pending sentencing.

Other Provisions

The State of New Jersey specifically reserves the right to correct factual misstatements relating to sentencing proceedings, to correct misstatements of facts in the Presentence Report, to appeal RONALD CORN'S sentence as may be authorized by law, and to oppose any appeal of his sentence or conviction.

This agreement is limited to the Division of Criminal Justice of the State of New Jersey and cannot bind any state other than New Jersey or any federal prosecuting authorities. However, this Office will bring this agreement to the attention of other prosecuting authorities if requested to do so.

Finally, this agreement was reached without regard to any civil matters that may be pending or commenced in the future against RONALD CORN, including, but not limited to, proceedings by the Internal Revenue Service and the New Jersey Division of Taxation relating to potential civil tax liability. This agreement does not prohibit the State of New Jersey, any agency thereof, or any third party from initiating or prosecuting any civil or administrative proceedings directly or indirectly involving RONALD CORN, including but not limited to forfeiture of assets. RONALD CORN hereby waives any claim of double jeopardy in the event that such proceedings have been or will be initiated.

This agreement constitutes the full and complete agreement between RONALD CORN and the State of New Jersey. No additional promises, agreements or conditions have been entered into other than those set forth in this letter, and none will be entered into unless in writing and signed by all parties.

Very truly yours,

PETER C. HARVEY ATTORNEY GENERAL

By: Susan Kase Deputy Attorney General

AFFRUVED.	
Chief, Special	Prosecutions Bureau

ADDDOVED.

I have received this letter from my attorney, Stephen Raymond, Esq., and I have read it and understand it fully. I hereby acknowledge that this letter fully sets forth my agreement with the State of New Jersey. I state that there have been no additional promises or representations made to me by any officials or employees of the State of New Jersey or by my attorney in connection with this matter. I further acknowledge that my attorney had received relevant discovery requested from the State and had reviewed the material with me prior to entering this agreement.

	RONALD CORN	
Witnessed by:		
Stephen Raymond, Esq.		
Counsel for Ronald Corn	Date:	